

Cherokee CSD

IUOE #234 (Blue Collar) 7/1/2006 6/30/2007

PREAMBLE

This Agreement is entered into this ____ day of May, 2006, by and between the Board of Directors of the Cherokee Community School District, (hereinafter "Employer") and International Union of Operating Engineers, Local 234, (hereinafter "Union").

ARTICLE 1
RECOGNITION

The Public Employer agrees to recognize the Union as the exclusive and sole Bargaining Agent as defined in PERB Case #7136.

INCLUDED: All full-time Employees in the Maintenance Department; all full-time Custodians; all Hot Lunch Program Employees of the Cherokee Community School District and Larabee.

EXCLUDED: Teachers, Principals, full-time Bus Drivers; Clerical Workers; Confidential Employees; part-time Custodians; Lunch Supervisor and Manager, Head Custodian at Washington High School; and Superintendent of Buildings and Grounds; and all others excluded by Section 4 of the Act.

ARTICLE 2
HOURS OF WORK

- 2.1 Work schedules and assigned hours shall be determined by the Employer. When the schedule is to be changed, the Employer shall give notice to the Employee as soon as practical.
- 2.2 Pay periods shall be determined by the Employer for all Employees of the School District.
- 2.3 Employee shall be compensated at the rate of one and one-half (1-1/2) for all hours worked over forty (40) per week.
- 2.4 All Employees shall be paid for all hours worked with all work time counting towards computation of overtime.

- 2.5 Food Service Employees' normal work schedule for the school year will be 6:30 a.m. to 2:15 p.m. with summer hours of 9:15 a.m. to 1:30 p.m. These hours of work may be adjusted by the Employer due to operational and/or programming needs of the district.
- 2.6 Custodians' hours of work will be scheduled by the Employer through the school year and the summer hours shall be 6:00 a.m. to 4:30 p.m Monday through Thursday unless modified by the Employer for operational and/or programming needs.
- 2.7 Employees shall be paid double their normal regular hourly rate of pay for all hours worked on Sundays.

ARTICLE 3

GRIEVANCE PROCEDURE

- 3.1 The purpose of this Article is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest level. A grievance is a complaint that there has been a violation, misinterpretation, or misapplication of this Agreement.
- 3.2 Any dispute arising out of this application, interpretation, or alleged violation of this Agreement shall be resolved by the parties as follows:

Step 1: Within seven (7) business days (Monday through Friday) of the occurrence giving rise to the dispute or within seven (7) business days of when the Employee knew or should have known of the occurrence giving rise to the dispute, the Employee ("grievant") shall attempt to resolve the grievance informally by requesting a meeting with his/her immediate Supervisor to discuss the matter. The meeting shall take place as soon as practicable. The Supervisor will answer the grievance orally within seven (7) business days of the meeting.

Step 2: If the grievance is not resolved in Step 1, the grievant may proceed by reducing the grievance to writing and submitting it to the Supervisor of the Department within ten (10) business days after receipt of the immediate Supervisor's oral answer. A written answer shall be provided within ten (10) business days.

Step 3: If the grievance is not resolved in Step 2, the grievant shall have the right to submit the grievance to the Superintendent within ten (10) business days of the receipt of the answer in Step 2. The Superintendent will provide a written answer to the grievant and the

Union within ten (10) business days of the receipt of the written grievance.

Step 4. If the grievance is not resolved in Step 3, the Union may submit the grievance to arbitration within ten (10) business days of the receipt of the answer.

- 3.3 In the event the Union requests arbitration, the parties shall attempt to agree upon a neutral arbitrator. If the parties cannot agree upon an arbitrator within five (5) business days following receipt of the request for arbitration, the moving party may request the Iowa Public Employment Relations Board to submit a panel of five (5) arbitrators who have arbitration experience appropriate to the issue in dispute. The parties shall alternately strike the names of arbitrators on the panel until one (1) remains. This person shall be the designated arbitrator. The moving party shall strike first.
- 3.4 The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the express provisions of this Agreement. Within that authority, the decision of the arbitrator shall be in writing and shall be final and binding on the parties.
- 3.5 The expense of the arbitrator and the expenses incidental to the arbitration hearing shall be shared equally by the Employer and the Union, however, each party shall be responsible for their expense of its own attorney and any other representative participating in the arbitration.
- 3.6 In any discussion or meeting under this Article, the Employee shall have the right to attend and to have a representative of the Union present.
- 3.7 Failure of the grievant to act on any grievance within the prescribed time limits shall constitute a permanent waiver and bar such grievance from further consideration. The failure of the Supervisor or appropriate Administrator to give an answer within the time limits shall permit the grievant to proceed to the next Step. All time limits set forth in the Article may be extended by mutual agreement of the Employer and the grievant and/or Union.

ARTICLE 4

LEAVES OF ABSENCE

- 4.1 **PERSONAL LEAVE.** All support staff Employees qualify for board approved leaves. Part-time Employees receive leaves proportionate to their full-time equivalency. Leave policies are outlined under Board Policy Section 414. All support staff Employees are entitled to two (2) personal days per school year with pay, which shall be subject to the following:

- a. Days of personal leave must be taken in no less than one-half day

segments.

- b. The determining factor in granting leave will be in the order of receiving the leave request by the Employees building principal. In order to keep schools operating effectively the number of support personnel taking personal leave on a given day may be restricted at the discretion of the superintendent or the superintendent's designee.

4.2 **SICK LEAVE.** Sick Leave will be granted to Employees for personal illness or injury, including foreseeable illness, surgeries or other hospitalizations according to the following schedule:

Employed one (1) year = 10 days
Employed two (2) years = 11 days
Employed three (3) years = 12 days
Employed four (4) years = 13 days
Employed five (5) years = 14 days
Employed six (6) years and thereafter = 15 days

Part-time Employees shall accumulate sick leave on a pro-rata basis.

These days are in addition to any unused accumulation of sick leave days carried forward from prior years. If there should be any unused sick leave days in any one year, they shall be accumulated from year to year to a maximum of one hundred thirty (130) days.

Individual accumulations of sick leave shall be reported by September 25.

Following each absence from work, the Employee shall complete a report on a form to be provided by the Employer, stating the reason or reasons for the sick leave request. Employer reserves the right to request the Employee to submit medical evidence from a doctor mutually selected by the Employer and the Employee and the cost of which examination will be borne by the Employer.

In the event an Employee determines that he/she will need to be absent for medical reasons, the Employee shall notify the Superintendent of the expected leave dates and keep the Administration advised of the Employee's condition and advise the Administration of the earliest date that the Employee could safely return to work. The leave under this article shall terminate upon that date. If Administration desires, they may request another physical, which would be conducted by a doctor mutually selected by the Employer and the Employee and the cost of such physical will be paid by the Employer.

4.3 **FUNERAL LEAVE.** Employees shall be granted a leave of absence, without loss of salary, not to exceed five (5) days per incident, for death in the immediate family, but it is not accumulative. Any of the following are considered as members of the

immediate family: spouse, parents, grandparents, child, sister or brother, son/daughter-in-law, mother/father-in-law, sister/brother-in-law, step-mother/father, grandchildren, or step-grandchildren. The superintendent may grant at the superintendent's discretion up to two (2) days in the event of the death of a friend or relative outside the Employee's immediate family as defined above. The superintendent of schools prior to taking such leave must approve absence due to funerals for other than the aforementioned relatives. Funeral leave is non-accumulative.

- 4.4 **EMERGENCY LEAVE.** Each Employee shall be provided four (4) days without loss of pay for immediate family illness. Immediate family shall be defined as: spouse, children, parent(s), brothers, sisters, father-in-law, mother-in-law, daughter-in-law and son-in-law.
- 4.5 **JURY AND LEGAL LEAVE:** Any Employee called for jury duty during school hours or who is required by subpoena to appear in any Judicial or Administrative proceeding shall be granted leave. In order that no Employee shall suffer financial loss because of such leave, the difference between the normal salary and the compensation received for attendance during said leave shall be paid by the District. Personal business that requires a court appearance would be covered by available vacation or leave without pay.

ARTICLE 5 HOLIDAY/VACATION

HOLIDAYS:

- 5.1 All job classifications which are scheduled for forty (40) hours per week or fifty-two (52) weeks shall receive eight (8) paid holidays. The eight (8) scheduled holidays are: Labor Day, Thanksgiving Day, December 25, Christmas Recess Day, January 1, Good Friday, Memorial Day and July 4th.
- 5.2 Hot Lunch Employees shall receive seven (7) paid holidays. The seven scheduled holidays are: Labor Day, Thanksgiving Day, Christmas Recess Day, December 25, January 1, Good Friday and Memorial Day if Memorial Day is within the student year.
- 5.3 Part-time Employees shall be paid holiday pay based on their normally scheduled work day hours.
- 5.4 If the holiday falls on a Saturday, the previous Friday shall be the holiday. If a holiday falls on a Sunday, the following Monday shall be the holiday.

VACATION:

- 5.5 Full-time, continuous Employees employed on a twelve (12) month basis, may earn one (1) week of vacation after completion of fifty-two (52) weeks of employment. After completion of two (2) years of employment, full-time Employees are entitled to two (2) weeks of paid vacation for each fifty-two (52) weeks of employment. After eight (8) full years of continuous employment, support Employees may earn three (3) weeks of vacation for each fifty-two (52) weeks working period. After fifteen (15) full years of continuous employment, these support Employees may earn four (4) weeks of vacation for each fifty-two (52) weeks working period. After twenty (20) years of continuous employment, these support Employees may earn five (5) weeks of vacation for each fifty-two (52) weeks working period. Said vacation will allow the Employee to receive the Employee's normal regular salary during their vacation period. The vacation time shall be arranged with the Employee's immediate supervisor or the Superintendent of Schools.
- 5.6 Vacation days shall be compensated at the Employee's regular rate of pay.
- 5.7 Unused vacation days may be carried over one month following the year in which the vacation is earned. If not used by the end of July following the fiscal year the vacation is earned, the vacation is lost.

ARTICLE 6

TRANSFER PROCEDURES

INVOLUNTARY TRANSFERS:

- 6.1 Involuntary transfers shall be within a job classification. Persons subject to involuntary transfers shall receive a written notice of the pending transfer and the Employee shall have the right to ask the Employer to explain the reason for the transfer.

VOLUNTARY TRANSFERS:

- 6.2 All non-probationary Employees are eligible to bid for posted vacant Bargaining Unit positions, which will take place on bulleting boards customarily used for official Employee announcements. The posting shall be for five (5) days and the District shall not hire for the posted position during those five (5) days except in case of an emergency need to fill the position.

Postings shall continue until the posted position is filled. In addition to posting on the bulletin boards in each building, the Employer will post positions on the Employer's web page.

- 6.3 Employer shall have the right of assignment of Employees to the position and duties as Employer determines appropriate. This may involve transferring an Employee but the transfer right shall not be arbitrarily exercised.

- 6.4 Except in the case of an emergency, a five (5) day notice of any transfer shall be given.

ARTICLE 7 **EVALUATION PROCEDURES**

- 7.1 Employees shall be subject to evaluation by their Supervisor, which evaluation shall be maintained in their file. Copies of their written evaluations shall be furnished to the Employees for their signature. A signature does not necessarily mean an agreement with the evaluation, but is merely acknowledging a copy of it.
- 7.2 The form for evaluations shall be drafted by the Employer.

ARTICLE 8 **STAFF REDUCTION**

- 8.1 In the event of a reduction in force, the Administration shall consider job performance, qualifications and seniority. If the job performance and qualifications are determined equal seniority shall control the decision for staff reduction.

ARTICLE 9 **HEALTH AND SAFETY**

- 9.1 The Employer shall make reasonable provisions for the health and safety of its Employees. The Union and the Employees will extend their cooperation to the Employer in maintaining the Employer's policies, rules, and regulations pertaining to health and safety. Employees shall promptly report any unsafe conditions to their immediate Supervisor.

ARTICLE 10 **WAGES**

- 10.1 The starting wages for the positions listed below shall be within the range set forth with the administration making the decision on the exact starting wage.

Food Service	\$6.50-6.75
Dishwasher	\$7.00-7.25
Cook	\$7.00-7.25
Custodian	\$9.00-9.25

- 10.2 The wage increase for 2006-2007 shall be 3.5% which is \$.45 per hour.

- 10.3 The shift differential for custodians working between 5:00 p.m. and 6:00 a.m. shall be \$.50 per hour.
- 10.4 Part-time, temporary, substitutes and seasonal custodians and temporary, substitutes and seasonal food service personnel are not part of the bargaining unit and are not covered by this contract.

ARTICLE 11

INSURANCE

- 11.1 The Employer will provide a \$500/\$1000 deductible individual health insurance policy, at no cost to the Employee, provided the Employee's work week is at least a regular, 36 hour-work week, during the school year. In 2006-2007 the Employer will pay \$6,474 toward individual health insurance through the Employer's insurance carrier. Employees who work fewer than 36 hours per week shall receive the fraction of the insurance benefits, based on a forty-hour week. (Example: A regular 20 hour per week Employee would receive 20/40ths of the insurance benefits, or \$3,237 against the cost of health and major medical insurance.) Employees who work less than a 20 hour work week are not eligible for insurance benefits. Insurance benefits will end for Employees effective at the end of the month in which Employees terminate employment with the Employer. (Example: An Employee resigns on May 15th. Insurance coverage would continue through May 31st.)
- 11.2 If the Employer offers other health insurance plan options, Employees may participate in these plans with the extra cost paid through payroll deduction.
- 11.3 Long Term Disability Insurance and \$15,000 Term Life Insurance premiums will be paid by the Employer for each full-time Employee.

ARTICLE 12

BULLETIN BOARD

- 12.1 The Employer will provide bulletin board space in each building for the posting of Union notices relating to Union activities.

ARTICLE 13

DUES DEDUCTION

- 13.1 The Employer agrees to deduct membership dues from the Employees for I.U.O.E. Local 234 from the salary of any Employee who executes an authorization form. Said dues shall be deducted in bi-weekly installments. Authorizations, once filed with the Employer, shall continue in effect until the termination by the Employee. The Employee shall give at least thirty (30) days written notice of such withdrawal of authorizations to the Employer and the Union.
- 13.2 The Employer agrees to remit membership dues on a monthly basis to the I.U.O.E.,

Local 234 no later than the fifteenth (15th) of the following month after being deducted. This remittance shall include an itemized list of Employees' name and the amount of dues that are being submitted for them.

- 13.3 Every six (6) months, the Employer agrees to supply the Bargaining Unit Steward and the Union with a current list of Bargaining Unit Employees, including hire dates.

ARTICLE 14 UNIFORM ALLOWANCE

The Employer shall provide custodians three (3) uniforms per year, which uniforms shall consist of shirts and pants. Hot Lunch Program Employees shall receive an allowance from the Employer of \$85.00 per year for application against the cost of uniforms. These Employees shall be reimbursed for expenditures upon presentation of receipts to the central office. The style and color of the uniform shall have prior approval of the Food Service Director.

ARTICLE 15 DURATION OF AGREEMENT

This Agreement shall become effective on the 1st day of July, 2006 and shall remain in full force and effect until the 30th day of June, 2007.

Executed in Cherokee, Iowa, at the dates set forth below.

CHEROKEE COMMUNITY
SCHOOL DISTRICT

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 234

President, Board of Directors Date

Business Manager Date

Superintendent John Chalstrom Date

President, Local 234 Date